MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
January 3, 2017

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on January 3, 2017 at 5:30 p.m. in the Courtroom of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Parker Wiseman, Aldermen Ben Carver, Lisa Wynn, David Little, Jason Walker, Scott Maynard, Roy A.' Perkins, and Henry Vaughn, Sr. Attending the Board were City Clerk Lesa Hardin and Attorney Chris Latimer.

Mayor Parker Wiseman opened the meeting with the Pledge of Allegiance followed by a moment of silence.

Mayor Parker Wiseman asked for any revisions to the Official Agenda.

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

Alderman Walker requested the following changes to the published January 3, 2017 Official Agenda:

> **Move Agenda Items XI. B. 2. a.,b.,c.,d.,and e to IX. A.,B.,C.,D., and E. and renumbering the current XI. A to XI. F.**

Alderman Maynard requested the following addition to the published January 3, 2017 Official Agenda:

> **Add Agenda Item X. F.** Consideration of appointing a City Election Commissioner to fill the remaining term of Kayla Gilmore.

Alderman Wynn requested the Item X. A. be placed on consent.

> Alderman Perkins objected to a consent agenda and stated he would in the future also in that he preferred each item be called for discussion.

The Mayor asked for further revisions to the published January 3, 2017 Official Agenda. There were no further revisions.

1. A MOTION TO APPROVE THE OFFICIAL AGENDA.

Alderman Carver offered a motion, duly seconded by Alderman Wynn, to approve the January 3, 2017 Official Agenda as revised. The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion carried.

OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN
OF THE
CITY OF STARKVILLE, MISSISSIPPI
REGULAR MEETING OF TUESDAY, JANUARY 3, 2017
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET

I. <u>CALL THE MEETING TO ORDER</u>

II. <u>PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE</u>

III. <u>APPROVAL OF THE OFFICIAL AGENDA</u>

IV. <u>APPROVAL OF THE BOARD OF ALDERMEN MINUTES</u>

CONSIDERATION OF THE MINUTES OF THE DECEMBER 6, 2016 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS INCORPORATING ANY AND ALL CHANGES RECOMMENDED BY THE CITY ATTORNEY.

V. <u>ANNOUNCEMENTS AND COMMENTS</u>

A. MAYOR'S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

VI. <u>CITIZEN COMMENTS</u>

VII. <u>PUBLIC APPEARANCES</u>

VIII. <u>PUBLIC HEARING</u>

A. BILLBOARD MORATORIUM

B. RZ 16-11 INDUSTRIAL PARK

C. RZ 16-08 FAIR PROJECT ACADEMY RD

D. RZ 16-10 JARNIGAN ST.

IX. <u>MAYOR'S BUSINESS</u>

A. DISCUSSION AND CONSIDERATION OF FP 16-05 A REQUEST FOR FINAL PLAT APPROVAL FOR A FIVE LOT SUBDIVISION OF A 32.13-ACRE PARCEL ON THE SOUTH SIDE OF LYNN LANE AND THE NORTH SIDE OF ACADEMY ROAD DIRECTLY NORTH AND EAST OF STARKVILLE ACADEMY IN AN C-2 ZONE WITH THE PARENT PARCEL NUMBER 102I-00-013.00.

B. DISCUSSION AND CONSIDERATION OF RZ 16-11 A REQUEST TO REZONE SEVERAL PROPERTIES LOCATED AT THE NORTHWEST CORNER OF NORTH JACKSON STREET AND HIGHWAY 82 TO M-1 FOR THE PROPOSED INDUSTRIAL PARK WITH THE PARCEL NUMBERS 115-21-007.00, 115-21-010.00, 115-22-026.00, 115-21-010.01, 115-21-010.02, 114-20-003.00, 115-21-006.00, AND 115-21-007.01.

C. DISCUSSION AND CONSIDERATION OF AN APPEAL BY JOHNNY FAIR OF THE DECISION TO DENY A REZONING REQUEST TO REZONE A PORTION OF A +/- 12.5-ACRE PARCEL, WITH THE PROPERTY NUMBER 102I-00-021.00, FROM R-3A TO C-2 BY THE PLANNING AND ZONING COMMISSION.

D. DISCUSSION AND CONSIDERATION OF PP 16-17 THE REQUEST FOR PRELIMINARY PLAT APPROVAL FOR A TWO LOT SUBDIVISION OF A 12.73-ACRE PARCEL ON THE SOUTH SIDE OF ACADEMY ROAD EAST OF HUMMINGBIRD ROAD IN AN R3-A ZONE WITH THE PARENT PARCEL NUMBER 102I-00-021.00.

E. DISCUSSION AND CONSIDERATION OF RZ 16-10 A REQUEST TO REZONE ONE PARCEL FROM R-5 TO T-5 LOCATED AT 35 JARNIGAN STREET WITH THE PARCEL # 101D-00-094.00.

F. DISCUSSION AND CONSIDERATION OF AUTHORIZING AN INSERT TO BE PLACED IN STARKVILLE UTILITY BILLS INFORMING CUSTOMERS OF SANITATION AND ENVIRONMENTAL SERVICES 2017 HOLIDAY SCHEDULE.

X. <u>BOARD BUSINESS</u>

A. CONSIDERATION AND APPROVAL OF ADVERTISING FOR LETTERS OF INTEREST FOR AN APPOINTMENT TO A POSITION ON THE STARKVILLE-OKTIBBEHA CONSOLIDATED SCHOOL DISTRICT BOARD OF TRUSTEES, WITH THE DEADLINE FOR THE LETTERS OF INTEREST BEING 5:00 P.M., ON FEBRUARY 15, 2017.

B. DISCUSSION AND CONSIDERATION OF WARD 6 DISCRETIONARY FUNDS TO BE USED FOR PATCHING AND OVERLAY OF TABOR STREET IN THE AMOUNT OF $31,468.00 AND THE INSTALLATION OF A CROSSWALK AT THE INTERSECTION OF EAST GARRARD ROAD AND NORTH MONTGOMERY STREET IN AN AMOUNT NOT TO EXCEED $800.00.

C. CONSIDERATION AND APPROVAL OF WARD 6 DISCRETIONARY FUNDS TO BE USED FOR PATCHING AND OVERLAY OF A PORTION OF MOHAWK STREET IN AN AMOUNT NOT TO EXCEED $2,700.00 WITH THE CONSTRUCTION COMMENCING AT THE INTERSECTION OF AZTEC STREET AND EXTENDING IN A WESTWARD DIRECTION FOR 60 LINEAR FEET.

D. DISCUSSION AND CONSIDERATION OF APPOINTING AN INDIVIDUAL TO THE MUNICIPAL AIRPORT BOARD WITH THE CANDIDATE TO FILL A VACANCY FROM A TERM THAT ENDED ON DECEMBER 31, 2016. THE CURRENT TERM WILL EXPIRE DECEMBER 31, 2019.

E. CONSIDERATION OF COMPLIANCE WITH BONDING REQUIREMENTS AND DUTIES OF COTTON MILL MARKETPLACE, LLC.

F. CONSIDERATION OF APPOINTING A CITY ELECTION COMMISSIONER TO FILL THE REMAINING TERM OF KAYLA GILMORE.

XI. <u>DEPARTMENT BUSINESS</u>

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT DEPARTMENT

A. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

B. PLANNING

THERE ARE NO ITEMS FOR THIS AGENDA

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

THERE ARE NO ITEMS FOR THIS AGENDA

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF DECEMBER 22, 2016 FOR FISCAL YEAR ENDING 9/30/17.

2. CONSIDERATION OF A KONE CARE PLUS AGREEMENT FOR VERTICAL TRANSPORTATION FOR THE TWO ELEVATORS AT CITY HALL.

F. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

G. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

H. PARKS

THERE ARE NO ITEMS FOR THIS AGENDA

I. PERSONNEL

1. REQUEST AUTHORIZATION TO ADVERTISE TO FILL VACANT POSITION MAINTENANCE WORKER IN THE LANDSCAPE DIVISION OF THE SANITATION/ENVIRONMENTAL SERVICES DEPARTMENT.

J. POLICE DEPARTMENT

1. DISCUSSION AND CONSIDERATION TO ENTER INTO AN AGREEMENT FOR 100% REIMBURSABLE GRANT FUNDING WITH THE JUSTICE ASSISTANCE GRANT IN

THE AREA OF HOT SPOT POLICING IN THE AREA OF OVERTIME AND EQUIPMENT IN THE AMOUNT OF $37,596.00. .

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION FOR GREG PERKINS TO TRAVEL TO PEARL, MS TO ATTEND THE MISSISSIPPI WATER SUPPLY AND POLLUTION CONTROL SHORT COURSE ON FEBRUARY 12 – 17, 2017 FOR A TOTAL COST NOT TO EXCEED $950 WITH ADVANCE TRAVEL.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

A. PROPERTY ACQUISITION AND/OR SALE OR LEASE

B. PERSONNEL

XV. OPEN SESSION

XVI. RECESS UNTIL JANUARY 17, 2017 @ 5:30 IN THE COURT ROOM AT AT 110 WEST MAIN STREET.

The City of Starkville is accessible to persons with disabilities. Please call the ADA Coordinator, Joyner Williams, at (662) 323-2525, ext. 3121 at least forty-eight (48) hours in advance for any services requested.

2. CONSIDERATION OF THE MINUTES OF THE DECEMBER 6, 2016 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS INCORPORATING ANY AND ALL CHANGES RECOMMENDED BY THE CITY ATTORNEY.

Upon the motion of Alderman Wynn, duly seconded by Alderman Little, to approve the minutes of the December 6, 2016 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS incorporating any and all changes recommended by the City Attorney, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Abstain
Alderman Roy A’. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed.

ANNOUNCEMENTS AND COMMENTS:

MAYOR’S COMMENTS: None

BOARD OF ALDERMEN COMMENTS:

Alderman Vaughn thanked God for all the City accomplished in 2016 and asked that the quality of life be considered for the City as a whole and not as individual wards. He thanked the Mayor for his eight years of service and Alderman Maynard for his four years of service and wished them both well in their future endeavors.

Alderman Wynn recognized Buddy Sanders and noted how much in new development had been brought forward in this term. She thanked everyone that supported the Wal-Mart Marketplace. Alderman Wynn also asked Police Chief Nichols to explain the Apple program. Chief Nichols explained that it is a program that night patrol utilizes to let citizens know they are patrolling their areas. An orange card showing "an officer was patrolling and protecting this area" is placed on vehicles and doors.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, asked the City to let citizens know where all departments are located. He also stated all guns should be registered and monitored.

Dr. Walter Conley requested that when the next school board member is appointed, applicants be interviewed by a committee appointed by the Aldermen. He felt the school system is large and should be treated more as a large business would with qualified, interviewed hires.

Michelle Amos, Ward 3, read a statement as the Chair of GSDP (Greater Starkville Development Partnership) and Chair of the Golden Triangle Development LINK in support of the proposed Industrial Park.

Dorothy Isaac, Ward 6, expressed her wish for the next school board appointment to be a black woman in that she felt that would help with proper representation. She also congratulated MSU on their recent football bowl win as well as the Dallas Cowboys win with former MSU quarterback Dak Prescott.

PUBLIC HEARINGS

PUBLIC HEARING ON PROPOSED BILLBOARD MORATORIUM

Buddy Sanders presented the proposed Ordinance for a moratorium on billboards.

Alderman Little stated due to a recent billboard being erected blocking the view of two businesses, the current Ordinance needed to be reviewed and that the goal is to strengthen the existing Ordinance and limiting further billboards in this situation. There being no additional comments from the Aldermen, Mayor Wiseman opened the Public Hearing to the Public.

Ryan Fikes of Lamar Advertising asked, as one of the largest outdoor advertising companies within the City, to work with the City or committee if appointed when a new Ordinance is being drafted if possible.

Mayor Wiseman called for additional Public Comments. There being none, he closed the Public Hearing.

3. MOTION TO HOLD SECOND PUBLIC HEARING ON PROPOSED BILLBOARD MORATORIUM

Alderman Little offered a motion to hold a second Public Hearing on the Proposed billboard Moratorium Ordinance at the January 17, 2017 Recess Meeting. Alderman Vaughn seconded the motion and the Board voted as follows:

Alderman Ben Carver	Voted: Nay
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea

Alderman Scott Maynard Voted: Yea
Alderman Roy A'. Perkins Voted: Yea
Alderman Henry Vaughn, Sr. Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed.

PUBLIC HEARING ON RZ 16-11 INDUSTRIAL PARK

Buddy Sanders and Daniel Havelin presented the background of RZ 16-11. The applicant, Golden Triangle Development LINK, is seeking to rezone several parcels from C-2, R-4, R-5 to M-1 Manufacturing for a proposed Industrial Park based on a change in conditions in the neighborhood and in accord with the public need for orderly and harmonious growth. The site has a combined acreage of +/-360 acres. Nine property owners of record within 300 feet of the subject property were notified directly by mail of the request. A public hearing notice was published in the Starkville Daily News on December 19, 2016, and a placard was posted on the property. As of this date, the Planning Office has received one phone call against this request. One letter was also received requesting additional information from the applicant.

On December 13, 2016, the Planning and Zoning Commission voted 5-0 to recommend approval of the proposed rezoning with two conditions.

On December 19, 2016 the Planning Department received a petition with twelve signatures against the proposed rezoning. Four property owners (source http://oktibbeha.tscmaps.com) were determined to have property within 160 feet of the subject area. The petitioners own 100% of the property to the west, 50% of the property to the east, 75% of the property to the north and 17% of the property to the south.

City Attorney Chris Latimer informed the Board that, based on the percentage of property owners within 160 feet of the proposed rezoning which have objected, a super majority 3/5's vote is required by the zoning statute for approval.

Mayor Wiseman opened the Public Hearing. He asked that the applicant and the opposition limit their comments to thirty minutes each.

Attorney Chris Pace of Jones Walker, LLP, recognized Michelle Amos, LINK and GSDP Chairman, David Shaw, VP of MSU Research and Economic Development, Steve Langston, Starkville Business Association and Economic Development Board, Jack Wallace, OCEDA President, and Larry Mullins, lifelong Starkville resident and business owner. Each of these individuals briefly addressed the Board in favor of the proposed rezoning. Mr. Pace stated he would be representing the LINK at the public hearing. Mr. Pace presented a list to the Board of businesses and uses that would be prohibited from the proposed Industrial Park as a self-imposed condition of the applicant. He asked for the list of conditions, along with all of the materials submitted by the LINK, first to the Planning and Zoning Commission, and then to the Board of Aldermen in the Board packets, and also during the public hearing, be made a part of the official record.

Mr. Pace also offered, as another self-imposed condition by the applicant, a thirty (30) foot setback (buffer) from the western boundary of the Highway 389 right-of-way and that the owner will refrain from cutting or removing any existing trees of other vegetation except necessary to permit the construction of roadways or utilities. Mr. Pace then presented maps and aerial photos of the subject area showing what he contended to be change in the neighborhood based on commercial development as well as the development of the Highway 82 by-pass itself. He stated the LINK team has evaluated several areas in the City, and that due to various issues with those areas, this is the best location for an Industrial Park. He represented that all other M1 land in Starkville is occupied. In addressing the public need for the proposed rezoning, Mr. Pace presented census reports showing Oktibbeha County to be the 14th poorest county in Mississippi and that more than 1/3 of the Oktibbeha county residents live below the national poverty level.

Mr. Pace stated the LINK is sensitive to adjoining landowners and pledged to do all possible to be responsible neighbors if allowed to develop property at this site. He reserved twelve minutes for rebuttal.

The Mayor then called for opposing comments.

Attorney Dewey Hembree addressed the Board as a representative of the Bell family who are the adjoining land owners to the proposed area to be rezoned. He stated he did not believe a change in the neighborhood had occurred to support the proposed rezoning. He introduced Donovan Scruggs, the Community Development Director for the City of Pascagoula. Mr. Scruggs presented a land use report in objection to the proposed rezoning. He stated he had not identified enough change in the character of the neighborhood to warrant rezoning. He discussed permitted uses of an M1 zone as well as other M1 zoned areas in the City. He noted other areas that he feels are suitable in the Golden Triangle for industrial development.

Betty Bell spoke in opposition to the proposed rezoning because if the rezoning was approved, her land would be surrounded by industrial business. Her land has been in her family for generations and she asked that it be preserved as a residential area.

Laura White spoke in opposition of the proposed rezoning in that in her opinion, it would disturb wildlife, water flow and other environmental issues in the area next to her land.

The opposition ended their statements.

Mr. Pace addressed the concerns raised by the opposition. He advocated that the development of the HW 82 bypass itself, along with commercial growth along and near the bypass, constituted change in the neighborhood. He contended that the proposed rezoning, which would increase tax revenues and create jobs, addressed a large public need.

Both sides made sure that the following items were before the Board and part of the record for the Board's consideration of this issue:

- Land Use Report in Objection to the RZ-16-11 Application prepared by S. Donovan Scruggs, AICP
- PowerPoint presentation presented to the Board of Aldermen of the City of Starkville, Mississippi at the aforesaid meeting by S. Donovan Scruggs
- Report prepared by the City of Starkville Planning Department presented to the Board of Aldermen from the P&Z record including the City's current Comprehensive Plan
- PowerPoint presentation made by representatives of the City's Planning Department during the meeting of January 3, 2017
- Index to Supplemental Information / Materials Filed of Record by Petitioner which includes the following subparts: (a) Conditions to Rezoning proposed by petitioner for consideration by the City of Starkville Board of Aldermen, which conditions are intended to address concerns raised by neighboring landowners; (b) City of Starkville Permitted and Conditional Use Chart; (c) City of Starkville Zoning Map (2013 and 2000); (d) City of Starkville Zoning Map with approx. 2 miles radius; (e) Google Earth Map depicting changes and new developments in the area surrounding the property for which rezoning to M-1 is requested; (f) City of Starkville Zoning Map depicting reasons for shortage of suitable property in Starkville for industrial development; (g) Appendix "B" (Socio-Economic and Market Conditions) to new Comprehensive Plan approved and adopted by the Board of Aldermen on December 20, 2016; (h) UNITED STATES CENSUS BUREAU, Table S1701 Poverty Status in the Past Twelve Months, 2011-2015 American Community Survey (ACS); (i) UNITED STATES CENSUS BUREAU, Table S1701 Poverty Status in the Past Twelve Months, 2011-2015 American Community Survey (ACS); (j) UNITED STATES CENSUS BUREAU, Table B1901 Median Household Income in the Past Twelve Months (In 2015 inflation Adjusted Dollars), 2011-2015 American Community Survey (ACS); (k) U.S. DEPARTMENT OF LABOR, 2015 Federal, State and

County Unemployment Report and Data; (l) U.S. DEPARTMENT OF LABOR, Bureau of Labor Statistics New Release, Employee Benefits in the United States – March 2016 and (m) large aerial maps presented by Petitioner at the aforesaid meeting

- Signed statement of Michelle Amos.

Mayor Wiseman called for additional Public Comments. There being none, he opened the floor to Aldermen comments.

Alderman Perkins noted there are no mistakes in the original zoning of this property. Therefore, in his opinion, error is not a reason to rezone this property. He noted that it must be determined that the character of the neighborhood has changed to such an extent to warrant rezoning based on clear and convincing evidence. He stated the proposed site was in his ward and he was extremely familiar with it. He did not see enough change to the character of the neighborhood to support the rezoning.

Alderman Carver asked about the legal test for a rezoning. He also thanked the applicant for offering so many self-imposed restrictions as well as an increased buffer zone.

Attorney Latimer stated the legal test for a rezoning when there has been no allegation of error or mistake in the original zoning. He stated that the applicant bears the burden of proof by clear and convincing evidence and that the test is: 1) whether the character of the neighborhood has changed to such an extent as to justify the proposed rezoning, and 2) whether there is a public need for the proposed re-zoning. He opined that case law from Mississippi's appellate courts leave it up to the discretion of the Aldermen to make the factual findings as to what constitutes the neighborhood and what constitutes change.

Alderman Maynard agreed that it was the Board's responsibility, and within its discretion, to determine whether the neighborhood has changed to such an extent as to justify the proposed rezoning. He stated that the Highway 82 bypass changed the character of the neighborhood by its construction alone. He stated a major highway has a changing impact on any neighborhood in which it is built. He noted that he sees a large public need for jobs in the community in his role as the Director of the MSU Career Center. He noted that industries in Lowndes County and Clay County do not support the Starkville/ Oktibbeha County consolidated school system. He summed up by saying that these public needs would be addressed by the rezoning.

Alderman Wynn commended the LINK on its proven track record of bringing jobs to the Golden Triangle. She stated that while she wishes everyone could be pleased with the proposed rezoning, the development in this area is right for Starkville due to the public need for jobs.

Alderman Walker defined the area of the neighborhood broadly and stated that the bypass and growth around the bypass cannot be ignored. He stated that perhaps an error did occur in that the area was not rezoned twelve years ago when the bypass was constructed.

Alderman Carver noted the poverty level in Oktibbeha County and the need for jobs. He asked that a condition be placed for a seventy five foot buffer around the area to protect neighboring properties.

The Clerk placed all documents presented during the Public Hearing as well as Proof of Publication into the record.

Mayor Wiseman closed the Public Hearing.

PUBLIC HEARING ON RZ 16-08 FAIR PROJECT ON ACADEMY ROAD

Buddy Sanders and Daniel Havelin presented the background of request RZ 16-08. The applicant, Johnny Fair, is seeking to rezone a portion of the property from R-3A to C-2 based on a change in conditions in the area and in accord with the public need for orderly and harmonious growth. The applicant has expressed interest is developing a convenient store and office space on the property. On September 2, 2008, the Board of Aldermen denied the request, on appeal, to rezone the entire property from C-2 to R-3. On July 21, 2009, the Board of Aldermen approved the request to rezone the entire property from C-2 to R-3A. On November 8, 2016, The Planning and Zoning Commission denied the zoning request 5 to 1 citing no change in conditions in the neighborhood or public need. On November 10, 2016, the Applicant submitted a formal appeal of the denial by the Planning and Zoning Commission. A Public Hearing for the Appeal was noticed in the Starkville Daily News on December 19, 2016. Since the publication of the notice, the Planning Department has received one phone call, in addition to the calls noted in the Staff Report, against this request. Attorney Chris Latimer informed the Board that based on the percentage of property owners which have objected, a super majority 3/5's vote is required for approval.

There being no comments from the Aldermen, Mayor Wiseman opened the Public Hearing.

Johnny Moore, attorney for applicant Johnny Fair and Fair Oil, noted the growth that South Montgomery has seen in the past few years as evidence of change in the neighborhood. He presented a petition of 135 signatures stating the public need for this type of business. Soon the MSU south entrance will be completed and the area will see a significant increase in traffic. Fair Oil has met with landowners and answered many of their questions at that meeting.

P. K. Thomas of 103 Brookwood owns property adjoining the proposed neighborhood market / gas station. He stated he originally was against the rezoning but Fair Oil has offered conditions which he feels will allow the project to work if 100% of the conditions offered are met.

Mayor Wiseman called for opposing comments.

Libby Gill of 205 Willowbend asked that the Board leave the property zoned R3A. She supported the vote of the Planning and Zoning Commission. She stated she was not opposed to progress but was opposed to this type of commercial property in a residential area and urged the Board not to overturn the vote of the P & Z.

David Nagle of 104 Brookwood stated he did not feel there is an error in the original zoning or a public need for this propose rezoning.

Johnny Moore then offered a rebuttal. A small section of the original area would be removed from the request. He noted several developments in close proximity which have begun construction as evidence of change sufficient to justify the proposed rezoning.

Mayor Wiseman called for additional Public Comments. There being none, he closed the Public Hearing.

PUBLIC HEARING ON RZ 16-10 JARNIGAN STREET

Alderman Perkins recused.

Buddy Sanders and Daniel Havelin presented the history of the request. The applicant, Bob Reed, is seeking to rezone one parcel at 35 Jarnigan Street on the corner of Jarnigan Street and Lummus Drive on behalf of Maggie Harris. The parcel is currently zoned R-5. The applicant is seeking to rezone to T-5. The applicant has expressed interest in building a 4 unit apartment along Jarnigan with parking in the rear. On December 13, 2016 the Planning and Zoning Commission voted 4-1 to recommend approval for this request with three conditions.

Mayor Wiseman opened the Public Hearing with their being no comments from Aldermen.

Bob Reed, on behalf of Maggie Harris, stated they are seeking T5 zoning in the Cotton District because he wishes to purchase and construct for his family members to reside in while in college and after. He agreed to the P&Z conditions.

Mayor Wiseman called for additional Public Comments.

Alvin Turner asked that the Church of Christ not be obstructed from access by any parking associated with the project.

There being no additional comments, the Mayor closed the Public Hearing.

4. DISCUSSION AND CONSIDERATION OF FP 16-05 A REQUEST FOR FINAL PLAT APPROVAL FOR A FIVE LOT SUBDIVISION OF A 32.13-ACRE PARCEL ON THE SOUTH SIDE OF LYNN LANE AND THE NORTH SIDE OF ACADEMY ROAD DIRECTLY NORTH AND EAST OF STARKVILLE ACADEMY IN A C-2 ZONE WITH PARENT PARCEL NUMBER 102I-00-013.00.

Alderman Carver offered a motion to approve the request FP 16-05 for Final Plat with one condition for a five lot subdivision on the south side of Lynn Lane and the north side of Academy Road directly north and east of Starkville Academy. The recommended condition by the Planning and Zoning Commission being that any utility infrastructure not completed by the time of Final Plat consideration by the Board of Aldermen, shall be required to have a form of surety in place in the amount of 150% of the estimated cost of construction. All infrastructure shall be required to be installed, inspected, tested and approved by City Staff prior to the issuance of a building permit for any individual lot. Alderman Wynn seconded the motion and the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed.

5. DISCUSSION AND CONSIDERATION OF RZ 16-11 A REQUEST TO REZONE SEVERAL PROPERTIES LOCATED AT THE NORTHWEST CORNER OF NORTH JACKSON STREET AND HIGHWAY 82 TO M-1 FOR THE PROPOSED INDUSTRIAL PARK WITH THE PARCEL NUMBERS 115-21-007.00, 115-21-010.00, 115-22-026.00, 115-21-010.01, 115-21-010.02, 114-20-003.00, 115-21-006.00, AND 115-21-007.01.

Mayor Wiseman presented a history of the Highway 82 bypass as it was developed in an economically sound and attractive manner. He stated that State Highway access dramatically changes the makeup of an area. He also stated this to be the most rapidly changing area of Starkville with the upcoming Wal-Mart Neighborhood Market, Parker McGill auto dealership, Hilton and LaQuinta hotels, Mississipi Land Bank, dental clinics and other businesses already built or in the process of construction. He then reminded the Board that the constant goal of any governmental entity should be to develop and provide sustainable jobs for its citizens. He stated he supported the rezoning because there is a strong case for change in the neighborhood and public need.

Alderman Little stated both sides had strong points but that he believed the construction of the bypass itself in the vicinity of the propose rezoning supported evidence of change in the neighborhood. He stated that he was sure the LINK will work with adjoining property owners and will make this Industrial Park a success. He noted that the LINK has proven it will be a success by already obtaining gas and power commitments to this area.

Alderman Wynn thanked LINK employees Joe Max Higgins and Joey Deason for their work for the citizens of the area. She then offered a motion to approve RZ 16-11, a request to Rezone several properties to M-1 for the proposed Industrial Park with the parcel numbers 115-21-007.00, 115-21-010.00, 115-22-026.00, 115-21-010.01, 115-21-

010.02, 114-20-003.00, 115-21-006.00, and 115-21-007.01 on a finding of fact that the neighborhood has changed to such an extent as to justify the proposed rezoning and that there is a public need for the proposed rezoning, with the motion to include conditions self-imposed by the applicant. Alderman Little seconded the motion.

Alderman Vaughn stated he had worked for seven and a half years for the citizens of Starkville and cannot let this opportunity pass to help the citizens.

Alderman Perkins stated he respects jobs for citizens and is pro-growth, but does not feel this land qualifies for rezoning based on lack of change in the character of the neighborhood.

Alderman Carver called for a motion to close debate which was seconded by Alderman Wynn. The Mayor called for a roll call vote by the Clerk. The Board voted as follows to close debate:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed and called for the vote on the original motion. The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Nay
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a super-majority affirmative vote, the Mayor declared the motion passed.

6. DISCUSSION AND CONSIDERATION OF AN APPEAL BY JOHNNY FAIR OF THE DECISION TO DENY A REZONING REQUEST TO REZONE A PORTION OF A +/- 12.5-ACRE PARCEL, WITH THE PROPERTY NUMBER 102I-00-021.00, FROM R-3A TO C-2 BY THE PLANNING AND ZONING COMMISSION.

Alderman Walker thanked all the residents in attendance and noted he had attended many neighborhood meetings. He then offered a motion to approve the rezoning request on a finding of fact that the neighborhood has changed to such an extent as to justify the proposed rezoning and that there is a public need for this proposed rezoning for a portion of a +/- 12.5 acre parcel, with the property number 102I-00-021.00, from R-3A to C-2 with seven (7) conditions:

1. The rezoning shall restrict the types of uses allowed in C-2 to include only the necessary uses for the proposed development, to wit: "business offices", "eating and drinking establishments", "general retail and services"; and excluding stand-alone department stores, liquor stores and car washes.

2. A 30' undisturbed natural buffer along the rear property line and 30' undisturbed natural buffer along the side property line in areas that border the Stonegate subdivision (excluding lot 20). "Undisturbed buffer" shall mean the existing vegetation and grade to be left in its current state. Exceptions will be made

for the installation of a fence or for water detention. The applicant shall maintain the conditions of the existing buffer, including the existing ditch to ensure that water does not back up into neighboring properties.

3. A ten (10) foot high, solid, fence on all edges that border the Stonegate subdivision from the west corner of Lot 8 to the west line of Lot 24 to be built and maintained in perpetuity by the applicant.

4. Existing trees and vegetation within the required landscape buffer shall count toward the required plant units (120) with additional plantings as reasonably determined by City Staff.

5. Building lighting shall have light shields that hide the source of light. Only lighting required by city code shall be put on the rear side of the property and on the side and rear of buildings. Lights that impact the Stonegate subdivision (excluding Lot 20) must hide the source of the light with light shields.

6. The development shall not have outdoor speakers on the outside of the "Community Market" building or the commercial tenant building excluding the fuel station intercom system. Speakers or similar devices shall not be permitted in an effort to minimize noise pollution in the neighborhood.

7. The area on the included Exhibit "A" called tract "A" intended to be sold shall not be a part of the rezoning.

Alderman Wynn seconded the motion and the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Nay
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed.

7. DISCUSSION AND CONSIDERATION OF PP 16-17 THE REQUEST FOR PRELIMINARY PLAT APPROVAL FOR A TWO LOT SUBDIVISION OF A 12.73-ACRE PARCEL ON THE SOUTH SIDE OF ACADEMY ROAD EAST OF HUMMINGBIRD ROAD IN AN R3-A ZONE WITH THE PARENT PARCEL NUMBER 102I-00-021.00.

Alderman Maynard offered a motion to approve of PP 16-17 the Preliminary Plat request for a two lot subdivision of a 12.73-acre parcel on the south side of Academy Road east of Hummingbird Road in an R3-A zone with the parent parcel number 102I-00-021.00. Alderman Little seconded the motion and the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed.

8. DISCUSSION AND CONSIDERATION OF RZ 16-10 A REQUEST TO REZONE ONE PARCEL FROM R-5 TO T-5 LOCATED AT 35 JARNIGAN STREET WITH THE PARCEL # 101D-00-094.00.

Alderman Walker presented a map of the area on the overhead and noted why he thought rezoning to a T-4 zone would be more appropriate than a T-5 zone. Mr. Bob Reed, on behalf of Maggie Harris, consented to the T-4 designation of the property. Alderman Walker then offered a motion to approve RZ 16-10 to rezone one parcel from R-5 to T-4 located at 35 Jarnigan Street with the Parcel # 101D-00-094.00 with the following three conditions:

1. Primary building height to be three (3) stories maximum.
2. Maximum of 80% lot coverage.
3. Parking 1 space per dwelling unit.

Alderman Little seconded the motion and the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Recused
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed.

9. DISCUSSION AND CONSIDERATION OF AUTHORIZING AN INSERT TO BE PLACED IN STARKVILLE UTILITY BILLS INFORMING CUSTOMERS OF SANITATION AND ENVIRONMENTAL SERVICES 2017 HOLIDAY SCHEDULE.

Alderman Walker offered a motion to approve the Mayor working with the Director of Sanitation to draft a letter listing the trash pickup days and the 2017 holiday schedule. Alderman Little seconded the motion, with Alderman Perkins stating he hoped to see more pickup days around holidays, and the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed.

10. CONSIDERATION AND APPROVAL OF ADVERTISING FOR LETTERS OF INTEREST FOR AN APPOINTMENT TO A POSITION ON THE STARKVILLE-OKTIBBEHA CONSOLIDATED SCHOOL DISTRICT BOARD OF TRUSTEES, WITH THE DEADLINE FOR THE LETTERS OF INTEREST BEING 5:00 P.M., ON FEBRUARY 15, 2017.

Upon the motion of Alderman Perkins, duly seconded by Alderman Maynard, to advertise for letters of interest for an appointment to a position on the Starkville-Oktibbeha Consolidated School District Board of Trustees, with the deadline for the Letters of Interest being 5:00 p.m., on February 15, 2017, the Board voted as follows to approve the motion:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion carried.

11. DISCUSSION AND CONSIDERATION OF WARD 6 DISCRETIONARY FUNDS TO BE USED FOR PATCHING AND OVERLAY OF TABOR STREET IN THE AMOUNT OF $31,468.00 AND THE INSTALLATION OF A CROSSWALK AT THE INTERSECTION OF EAST GARRARD ROAD AND NORTH MONTGOMERY STREET IN AN AMOUNT NOT TO EXCEED $800.00.

Upon the motion of Alderman Walker, duly seconded by Alderman Perkins, to approve of Ward 6 Discretionary Funds to be used for patching and overlay of Tabor Street in the amount of $31,468.00 and the installation of a Crosswalk at the intersection of East Garrard Road and North Montgomery Street in an amount not to exceed $800.00, the Board voted as follows to approve the motion:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion carried.

12. CONSIDERATION AND APPROVAL OF WARD 6 DISCRETIONARY FUNDS TO BE USED FOR PATCHING AND OVERLAY OF A PORTION OF MOHAWK STREET IN AN AMOUNT NOT TO EXCEED $2,700.00 WITH THE CONSTRUCTION COMMENCING AT THE INTERSECTION OF AZTEC STREET AND EXTENDING IN A WESTWARD DIRECTION FOR 60 LINEAR FEET.

A motion was offered by Alderman Maynard for the approval of Ward 6 Discretionary Funds to be used for patching and overlay of a portion of Mohawk Street in an amount not to exceed $2,700.00 with the construction commencing at the intersection of Aztec Street and extending in a westward direction for 60 linear feet. The motion was seconded by Alderman Vaughn and the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion carried.

13. DISCUSSION AND CONSIDERATION OF APPOINTING AN INDIVIDUAL TO THE MUNICIPAL AIRPORT BOARD WITH THE CANDIDATE TO FILL A VACANCY FROM A TERM THAT ENDED ON

DECEMBER 31, 2016, WITH THE CURRENT TERM TO EXPIRE DECEMBER 31, 2019.

Alderman Maynard noted there were several good applications, but only one position at this time. He then offered a motion to appoint Baron “Bo” Burkes to the Municipal Airport Board to fill a three year term that will end December 31, 2019. The motion was seconded by Alderman Wynn and the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A’. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion carried.

14. CONSIDERATION OF COMPLIANCE WITH BONDING REQUIREMENTS AND DUTIES OF COTTON MILL MARKETPLACE, LLC.

Mr. Buddy Sanders provided an update on the project. Alderman Maynard noted that liquidated damages are now occurring on the Cotton Mill Marketplace, LLC location in that the fifty four (54) yards of asphalt required in the October 4 Board meeting are incomplete.

15. CONSIDERATION OF APPOINTING A CITY ELECTION COMMISSIONER TO FILL THE REMAINING TERM OF KAYLA GILMORE.

A motion was offered by Alderman Maynard to appoint former Election Commissioner James McKell as a City Election Commissioner to fill the vacated unexpired term of Kayla Gilmore who qualified to run as Alderman in the upcoming City election. The motion was seconded by Alderman Wynn and the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A’. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion carried.

16. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS AS OF DECEMBER 22, 2016 FOR FISCAL YEAR ENDING 9/30/17.

Upon the motion of Alderman Maynard to move approval of the City of Starkville Claims Docket for all departments as of December 22, 2016 for fiscal year ending 9/30/17, duly seconded by Alderman Carver, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A’. Perkins	Voted: Nay

Alderman Henry Vaughn, Sr. Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed.

General Fund	001	$ 300,144.57
Restricted Police Fund	002	
Restricted Fire Fund	003	
Restricted Airport	016	
Airport Fund	015	
Sanitation	022	11,657.90
Landfill	023	123.04
Police Dept Renovations	135	239.394.54
Park and Rec Tourism	375	3.258.00
Trust & Agency	610	23.807.48
Economic Dev, Tourism & Conv	630	87.217.85
Sub Total Before Stk Utilities	Sub	$ 665.603.38
Utilities Dept.	SED	$ 2,330,840.34
Total Claims	Total	$ 2,996,443.72

17. CONSIDERATION OF A KONE CARE PLUS AGREEMENT FOR VERTICAL TRANSPORTATION FOR THE TWO ELEVATORS AT CITY HALL.

Upon the motion of Alderman Carver to approve a one year Kone Care Plus Agreement for vertical transportation for the two elevators at city hall duly seconded by Alderman Little, the Board voted as follows:

Alderman Ben Carver Voted: Yea
Alderman Lisa Wynn Voted: Yea
Alderman David Little Voted: Yea
Alderman Jason Walker Voted: Yea
Alderman Scott Maynard Voted: Yea
Alderman Roy A'. Perkins Voted: Yea
Alderman Henry Vaughn, Sr. Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed.

Dedicated to People Flow™ KONE

Purchaser ("Purchaser"):	Service Location ("Premises"):	KONE Inc. ("KONE")
Starkville City Hall 110 West Main St. STARKVILLE, Mississippi 39759	Starkville Municipal Facility 101 Meigs Ave. Starkville, MS 39759	Memphis 7730 B Trinity Road Building B Suite 120 Cordova, TN 38018

KONE Care™ Plus Agreement for Vertical Transportation ("Agreement")

GOLDEN TRIANGLE PUBLIC BUILDINGS

(Signature of Authorized Representative)

(Print Name)

Title

Date

Respectfully submitted,

Mike Baker

KONE Inc.

Jay Dietz

(Approved by) Authorized Representative

Senior Vice President, North Region

Title

11/23/16

Date

KONE opportunity # 6384429

EQUIPMENT DESCRIPTION ("Equipment")

Manufacturer	Hydraulic		MRL		Geared Traction		Gearless Traction		Escalator	Powerwalk	Other
	Passenger	Freight	Passenger	Freight	Passenger	Freight	Passenger	Freight			
KONE			2								

TENDER DATE: 07/19/2016

AWB 12/29/16

PRICE

$580.00

~~$640.00~~ per month payable by Purchaser annually in advance ($7,680.00 per annual installment). If Purchaser does not sign this Agreement within 90 days after the tender date above, KONE reserves the right to submit a revised price.

The price is based upon annual in advance payment. In the event Purchaser chooses one of the following payment options by initialing the selection below, a surcharge will apply as outlined:

EFFECTIVE DATE: 11/01/2016

Payment Option	Surcharge	Revised Monthly Price	Acceptance
Semi-Annual in advance payment	2% Increase	~~$ 662.80~~ per month $591.60	
Quarterly in advance payment	3% Increase	$ 659.20 per month $597.40	
Monthly in advance payment	4% Increase	$ 665.60 per month $603.20	

CONFIDENTIAL

This is a non-standard KONE Agreement. Standard terms and conditions have been modified.

SCOPE OF SERVICES

KONE will perform maintenance visits to examine, maintain, adjust, and lubricate the components listed below. In addition, unless specifically excluded below, KONE will repair or replace the components listed below if the repair or replacement is, in KONE's sole judgment, necessitated by normal wear and tear. Unless specifically included elsewhere in this Agreement or unless Purchaser has separately contracted with KONE for the work, all other work related to the equipment is Purchaser's responsibility.

TRACTION ELEVATORS

RELAY LOGIC CONTROL SYSTEM
All control system components.

MICROPROCESSOR CONTROL SYSTEM
All control system components. System performance examinations will be conducted to ensure that dispatching and motion control systems are operating properly.

GEARED/GEARLESS MACHINES
All geared and gearless machine components.

WIRING
All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.

CAR EQUIPMENT
All elevator control system components on the car.

HOISTWAY AND PIT EQUIPMENT
All elevator control equipment, car and counterweight buffers, overspeed governors, governor tension sheave assemblies, and car and counterweight safeties.

RAILS AND GUIDES
Guide rails, guide shoe gibs, and rollers.

ROPES
Hoist ropes, governor ropes, and compensation ropes.

DOOR EQUIPMENT
Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.

MANUAL FREIGHT DOOR EQUIPMENT
Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counter-balancing equipment.

POWER FREIGHT DOOR EQUIPMENT
Controller, relays, contactors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.

SIGNALS AND ACCESSORIES
Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, car operating panels, fireman's service equipment and all other signals, and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during KONE's maintenance visits. Service requests for re-lamping of signal fixtures will be billed separately at KONE's then current labor rates.

HOURS OF SERVICE

All services described above will be performed during the regular working hours of the regular working days of the elevator or escalator trade in the location where the services are performed, unless otherwise specified in the Agreement.

SERVICE REQUESTS (CALLBACKS)

In addition to the work described in the Scope of Services section, this Agreement covers requests for service during the regular working hours of the regular working days of the elevator trade. Service requests are defined as services that require immediate attention and that are within the scope of services and not excluded from the scope of services as provided below. Service requests outside the scope of services will be billed separately at KONE's then current labor rates and material prices plus mileage and incidentals. Any rates and lump sum amounts are not subject to audit. Service requests that require more than one technician or more than two hours to complete will be treated as a repair and scheduled in accordance with the Hours of Service section above. Purchaser agrees that KONE may perform service requests made by any person that KONE believes is authorized by Purchaser to make such requests.

If Purchaser requests service on overtime, Purchaser will be charged KONE's hourly billing rate for each overtime hour.

~~**TESTS**~~

~~KONE will perform the following tests on the Equipment.~~

~~**TRACTION ELEVATOR**~~
~~An annual no load test as required by applicable code.~~

~~A five (5) year full load test as required by applicable code.~~

TESTS NOT INCLUDED
JMB 12/29/16

REPORTING SERVICES

KONE may provide Purchaser with access to KONE's online reporting tool. Based on the Purchaser's user access, Purchaser can view information about the performance and service of the

Equipment. KONE may provide Purchaser with automatic email notifications that provide information on work performed.

EXCLUSIONS

The following are excluded from the scope of services.

GENERAL

KONE is not obligated to: perform safety tests other than those specified herein; perform any work required by new or retroactive code changes; perform tests required or correct outstanding violations or deficiencies identified prior to the effective date; removal of water or excessive debris from the pit; make replacements or repairs necessitated by fluctuations in the building power systems, adverse machine room or environmental conditions (including without limitation temperature variations below 50 degrees or above 90 degrees Fahrenheit) or humidity greater than 95% relative humidity, prior water exposure, rust, fire, explosion, acts of God, misuse, vandalism, theft, acts or mandates of government, labor disputes, strikes, lockouts, or tampering with the equipment by any person other than a KONE representative, negligence or acts or omissions of the Purchaser or any third party, or any other cause beyond KONE's control.

KONE agrees to maintain the existing performance as designed and installed. KONE is not required under this Agreement to make changes in operation and/or control, subsequent to the date of this Agreement.

Notwithstanding anything contained to the contrary in this Agreement, KONE's scope of services shall not include any abatement or disturbance of asbestos containing material (ACM) or presumed asbestos containing materials (PACM). Any work in a regulated area as defined by Section 1910 or 1926 of the Federal OSHA regulations is excluded from KONE's scope of services without an applicable proposal to reflect the additional costs and time. In accordance with OSHA requirements, Purchaser shall inform KONE and its employees who will perform services in areas which contain ACM and/ or PACM of the presence and location of ACM and/or PACM in such areas which may be contacted during the performance of services before entering the area. Other than as expressly disclosed in writing, Purchaser warrants that the areas where KONE will perform its services at all times meet applicable OSHA permissible exposure limits (PELs). KONE shall have the right to discontinue its services in any location where suspected ACM or PACM is encountered or disturbed. Any asbestos removal or abatement, or delays caused by such, required in order for KONE to perform its services shall be Purchaser's sole responsibility and expense. After any removal or abatement, Purchaser shall provide documentation that the asbestos has been abated from the areas where KONE will perform its services and air clearance reports shall be made available upon request prior to the start of KONE's services.

Nothing contained within this agreement shall be construed or interpreted as requiring KONE to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Purchaser shall be responsible to execute all waste manifests necessary to transport hazardous materials for disposal.

OBSOLESCENCE

A component may become obsolete during the term of this Agreement. Obsolete components are not covered under this Agreement. KONE will provide Purchaser with a separate quotation for the price to replace obsolete components. Equipment modifications necessary to accommodate replacement of obsolete components are at the Purchaser's expense.

Components include without limitation any part, component, assembly, product, or firmware or software module. A component is obsolete when it can no longer be economically produced due to the cessation of consistent sources for materials, a loss or termination of a manufacturing process occurs, product reliability analysis shows that it is not economically feasible to continue to produce the component, escalation of component costs beyond acceptable industry expectations drive alternative equipment upgrades, the support of product safety programs or conformance to codes or standards mandates that use of a component be discontinued in its entirety, the OEM designates the component as obsolete, or such component has been installed 20 or more years. No exception to the above will be made for a component designated as obsolete because it can be custom made or acquired at any price. KONE will not be required to furnish reconditioned or used components. After the component that replaces the obsolete component is installed, that component is covered under this Agreement unless it becomes obsolete.

ELEVATOR

Refinishing, repairing, replacing, or cleaning of the: car enclosure; gates or door panels; door pull straps; hoistway enclosure; rail alignment; hoistway doors; door frames; sills; hoistway gates; flooring; power feeders, switches, and their wiring and fusing; car light diffusers; ceiling assemblies and attachments; smoke or heat sensors; fans; fireman's phone devices; intercoms; telephones or communication devices; phone lines; music systems; media displays; card-readers or other security systems; computer monitoring systems; light tubes and bulbs; pit pumps; emergency power generators; hydraulic cylinder; unexposed piping; or disposal or clean-up of waste oil or contamination caused by leaks in the hydraulic cylinder or unexposed piping. KONE is not be obligated to perform or keep records of firefighter's service testing, unless specifically included in this Agreement.

CONFIDENTIAL

This is a non-standard KONE Agreement. Standard terms and conditions have been modified.

REMOTE MONITORING

If the Equipment is equipped with remote monitoring capabilities, Purchaser gives KONE the right to utilize this functionality and the phone line to the Equipment to collect data related to the use and operation of the Equipment.

SAFETY

Purchaser will provide a safe workplace for KONE personnel and safe access to the equipment, property and machine room areas and keep all machine rooms and pit areas free from water, stored materials and debris; remove and dispose of any hazardous materials, water or waste according to applicable laws and regulations; post any and all instructions and warnings related to the use of the equipment. Purchaser will be solely responsible for proper use, for supervising the use of the equipment, and for taking such steps including but not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment.

Notwithstanding anything to the contrary in this Agreement, if in KONE's sole judgment the equipment presents a safety hazard to the riding public or KONE's technicians (including but not limited to Purchaser's act of creating or allowing unsafe practices or conditions or Purchaser's failure to authorize necessary repairs or upgrades), KONE may immediately terminate this Agreement in its entirety upon written notice.

NOTICE OF MALFUNCTION OR INJURY

As to any elevator or escalator equipment that is the subject of the Agreement, Purchaser will: (i) immediately shut down any such equipment that presents a potential safety hazard; and (ii) provide prompt verbal notice to KONE's Service Center of such hazard. Purchaser will immediately notify KONE's Service Center of any injury or accident in or about such equipment, followed by prompt written notice of such injury or accident. Any indemnity of Purchaser provided by KONE under the Agreement becomes null and void and will not be considered in interpreting the Agreement if Purchaser does not take the action or provide the notice required by this provision.

THIRD PARTY SERVICES

All services within the scope of this Agreement must be performed by KONE or its subcontractors, if any. If Purchaser causes or permits a third party to perform the same or substantially the same services required by this Agreement, Purchaser waives all claims against KONE arising from or related to a third party's performance of such services.

If Purchaser determines that it requires any services outside the scope of this Agreement, Purchaser will provide KONE with an opportunity to provide a quotation for such services or to meet any offer from a third party. If KONE agrees to meet a third party offer, Purchaser will enter into a separate contract with KONE for such services. If Purchaser elects to have a third party perform the services, KONE reserves the right to adjust the price of this Agreement.

If a third party works on the equipment during the term of this Agreement, KONE reserves the right to inspect the equipment and may determine that re-work, different or additional work is required. Purchaser will reimburse KONE for the cost the inspection and any additional work required. If Purchaser declines to have KONE perform the additional work, KONE reserves the right to cancel the Agreement upon written notice to Purchaser.

NON-KONE EQUIPMENT

If the equipment covered under this Agreement was not manufactured by KONE (or a company acquired by KONE), Purchaser will: (i) provide KONE with a complete set of as-built wiring diagrams, (ii) Purchaser will procure and pay for replacement parts or proprietary diagnostic devices from the OEM, if requested by KONE, and (iii) provide Maintenance Control Plan (MCP) test procedures as required by current code, as that code may be changed or amended from time to time. KONE will reimburse Purchaser for the actual cost paid by Purchaser for OEM parts acquired at KONE's request. KONE is not responsible for any delays, damages, cost, or claims arising from or in connection with Purchaser's failure to provide OEM parts or proprietary diagnostic devices in a timely manner. Purchaser authorizes KONE to produce single copies of the EPROM and/or ROM chips for each unit for the sole purpose of an archive backup of the embedded software to allow for replacement of a defective or damaged chip. These will be stored on the building premises and the Purchaser retains possession.

TERM AND TERMINATION

This Agreement will commence on the effective date and continue for an initial period ofFIVE (5) years. This Agreement will thereafter automatically renew for successive terms ofFIVE (5) years. Either party may terminate this Agreement at the end of the initialFIVE (5) yearterm or at the end of any subsequentFIVE (5) yearterm by giving the other party no less than ninety (90) days nor more than one hundred twenty (120) days written notice, via certified mail, prior to the expiration date of the then current term of the Agreement.

If a party materially breaches the Agreement, the other party may provide written notice of the breach and a reasonable time under the circumstances to cure the breach, but in no event less than a thirty (30) days cure period. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate the Agreement upon fifteen (15) days written notice to the other party.

CANCELLATION

If Purchaser cancels or otherwise terminates the Agreement in any way inconsistent with the termination provisions of the Agreement, such cancellation will constitute a material breach of the Agreement. In such case, Purchaser will pay as a cancellation fee an amount equal to fifty percent (50%) of the balance of the total price owed for the remaining term of the Agreement. Notwithstanding anything to the contrary in the Agreement, the cancellation fee will be paid by Purchaser immediately upon receipt of KONE's invoice. Purchaser will reimburse KONE for all costs of collection, including without limitation court costs and reasonable attorneys' fees.

ASSIGNMENT

Either party may assign the Agreement to a third party upon thirty (30) days prior written notice to the other party subject to the terms of this provision. If Purchaser transfers ownership of the premises on which such equipment is located to a third party, Purchaser will promptly provide KONE with new owner's contact information and take all such actions as are necessary to assign the Agreement to the third party. Purchaser will promptly provide KONE with a copy of such assignment.

PRICE ADJUSTMENTS

If the term of the Agreement exceeds one (1) year, KONE may automatically adjust the price annually effective on the first maintenance invoice in each new calendar year. This adjustment will be equal to the percentage increase or decrease in KONE's straight time hourly labor cost. KONE's straight time hourly labor cost equals the sum of the straight time hourly rate plus the cost of fringe benefits and applicable taxes, including without limitation welfare, pension, vacation, paid holidays, insurance and other union contributions, paid to personnel where the Equipment is located. KONE reserves the right to add annual surcharges to the price of the Agreement, including without limitation, adjustments for the then current price of fuel and charges for disposal or other environmental requirements, such surcharges to be specified by KONE in its sole discretion and invoiced by KONE and paid annually by Purchaser.

PAYMENT TERMS

Payment is due net thirty (30) days from the date of the invoice. A charge of the greater of: (i) one and one half percent (1½%); or (ii) the maximum rate permitted by applicable law, will be applied to the unpaid balance. Purchaser will reimburse KONE for all costs of collection, including without limitation court costs and reasonable attorneys' fees.

SUSPENSION OF SERVICE

If Purchaser fails to pay any invoice within the specified payment terms or if Purchaser breaches any material provision of the Agreement, KONE may stop work or suspend its services under this Agreement and/or other contracts with the Purchaser until all invoices are current or Purchaser cures the breach.

Any requests for service during the period of suspension of service or repairs necessitated by the lack of maintenance service will be invoiced by KONE and paid separately by Purchaser.

If Purchaser fails to make timely payment, any indemnity provided by KONE under the Agreement is null and void as to any damages that arise during the period of non-payment.

Purchaser waives all claims against KONE arising from or related to suspension of service pursuant to this provision.

TAXES

Purchaser is responsible for the payment of all federal, state, or local taxes applicable to the services or materials provided under the Agreement.

INDEMNIFICATION

Intentionally omitted.

LIMITATION OF LIABILITY

Intentionally omitted.

KONE will provide Purchaser with a copy of its standard certificate of insurance.

FORCE MAJEURE

A party is not liable for failure to perform its obligations under the Agreement if such failure results from Acts of God, fire, flood, unusual delay in deliveries, unavoidable casualties, terrorist activities, government sanction, blockage, embargo, labor dispute, strike, or lockout, concealed conditions, shortage or unavailability of materials, supplies, labor, equipment or systems, interruption or failure of electricity or telephone service or any other causes beyond KONE's control. The non-performing party must promptly notify the other party in writing of the force majeure event and resume performance immediately upon cessation of the event.

VENUE

The exclusive venue for any dispute between the parties shall be in the County and State of the Premises as set forth on Page 1.

PROPERTY RIGHTS

KONE will provide Purchaser with any information or materials that it provides generally to all its customers in the ordinary course of its business. Any tools, devices, or other equipment that KONE uses to perform its services or monitor the Equipment remains the sole property of KONE. If this Agreement terminates or expires for any reason, Purchaser will give KONE access to the premises to remove such equipment at KONE's expense.

KONE retains all rights, title, and interest, including all intellectual property rights, in and to the written materials it provides to Purchaser or uses to perform its services, including without limitation shop drawings, technical documentation, and user manuals, and to any software provided with the equipment. Purchaser will not use such software except in connection with the use and operation of the Equipment. Purchaser will not reverse engineer or otherwise attempt to obtain the source code of any software in object code form.

MISCELLANEOUS

The Agreement, including any attachments, supersedes all prior written or oral negotiations, commitments, agreements, and understandings between the parties relating to the subject thereof, and constitutes the entire agreement between the parties with respect to the subject matter hereof. The Agreement is not effective until signed by KONE's authorized representative or until KONE commences work under the Agreement. Notwithstanding anything to the contrary in this Agreement, if Purchaser causes or permits KONE to commence performance of services, Purchaser accepts the terms and conditions of this Agreement. The Agreement may not be modified, amended, canceled, or altered by custom and usage of trade or course of dealing. Any section headings are for convenience only and will not in any way limit the scope or affect the interpretation of any provision of the Agreement. In the event any part of the Agreement is determined to be invalid or non-enforceable, the remaining part or provisions will continue in full force and effect. Failure or delay by a party to exercise any right, remedy, power, or privilege accorded by the Agreement does not constitute a waiver of such right, remedy, power, or privilege. A waiver is effective only if in writing and signed by the waiving party. A written waiver of default will not operate as a waiver of any other default or of the same default in the future. The terms and conditions of the Agreement that by their sense and context are intended to survive expiration or termination of the Agreement will so survive, including without limitation the making of all payments hereunder.

KONE Care Remote Monitoring Service Voice Link and Wireless Phone Service Option

KONE will provide KONE Care Phone Monitoring Service.

Customer shall:

- Provide names and phone numbers of at least two of its representatives for the KONE Service Center to contact on a 24 hour basis, and at least one police, fire or local 911 agency phone number.
- Notify KONE immediately in writing of any changes in these names or numbers. In the event of a call from the elevator, the KONE Service Center will contact the points of contact in the order listed. The local authorities will be contacted if the previously mentioned points of contact cannot be reached.

If KONE wireless phone service is provided, then KONE provides the phone connection via a KONE provided wireless service and customer shall provide the ability to reactivate the analog phone line in the event KONE can no longer provide wireless service. Customer shall also provide KONE access to the appropriate location where the building telecommunications devices are located. KONE also reserves the right to remove the wireless hardware in the event KONE no longer provides the wireless service or maintains the equipment.

If KONE does not provide wireless phone service, customer shall provide an analog phone line to the elevator machine room (to be terminated to the appropriate phone jacks). If phone line is an extension off an existing phone system, a backup power source must also be provided. An extension, if applicable, must be a direct inward dial (DID) extension. All phones and associated equipment shall be in compliance with the requirements of ASME A17.1, local codes and applicable law, as amended. Customer shall also provide the elevator phone number(s) and/or extension(s) for the phone(s) being programmed.

Activation Fee: No Charge

Service Fees: Purchaser will also pay a service fee of $0.00 per annual installment.

The Service Fee is based upon annual in advance payment. In the event Purchaser chooses an alternate payment option on page 1, additional surcharge will apply.

Elevator Description	Equipment #	Elevator Phone # and Extension for Caller ID
1.		
2.		

CONFIDENTIAL

This is a non-standard KONE Agreement. Standard terms and conditions have been modified.

First Point of Contact (Required)	
Name:	Title:
Phone #:	Cell Phone #:
Second Point of Contact (Required)	
Name:	Title:
Phone #:	Cell Phone #:
Third Point of Contact (Optional)	
Name:	Title:
Phone #:	Cell Phone #:
Local Emergency Authorities (Required)	
Fire Department Phone #:	Police Department Phone #:

If Purchaser wishes to include KONE Care Phone Monitoring and/or Wireless Phone Services in the Agreement, Purchaser will accept by initialing below.

Accepted

____

Attachment A
Additional Terms and Conditions

The parties hereby agree to be bound to the terms contained in the Agreement, together with those terms contained in this Attachment A. In the event of conflict between terms contained in the Agreement and terms contained in this Attachment A, the terms in this Attachment A shall supersede and prevail.

1. For trouble calls outside the normal maintenance visits, travel time will be billable at special billing rates. Parts and labor to fix the elevator will be covered. A discount of 35% will be applied to the travel time off of billing rates.

CUSTOMER INFORMATION

Who is the Agreement with?		
Legal Name of the Company:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Is the Owner tax exempt? ☐ Yes (If Yes, provide the Tax Exemption Certificate.) ☐ No		
Federal Tax ID #:		

Where should the invoices be sent?		
Legal Name of the Company:		
Attention:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Federal Tax ID #:	Email:	

Who will be responsible for paying the invoices?		
Legal Name of the Company:		
Attention:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Federal Tax ID #:	Email:	

18. REQUEST AUTHORIZATION TO ADVERTISE TO FILL A VACANT POSITION OF MAINTENANCE WORKER IN THE LANDSCAPE DIVISION OF THE SANITATION/ENVIRONMENTAL SERVICES DEPARTMENT.

A motion was offered by Alderman Maynard to advertise to fill a vacant position of maintenance worker in the landscape division of the sanitation / environmental services department. The motion was seconded by Alderman Wynn and the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Nay
Alderman Henry Vaughn, Sr.	Voted: Nay

Having received a majority affirmative vote, the Mayor declared the motion carried.

19. DISCUSSION AND CONSIDERATION TO ENTER INTO AN AGREEMENT FOR 100% REIMBURSABLE GRANT FUNDING WITH THE JUSTICE ASSISTANCE GRANT IN THE AREA OF HOT SPOT POLICING IN THE AREA OF OVERTIME AND EQUIPMENT IN THE AMOUNT OF $37,596.00.

A motion was offered by Alderman Wynn to approve the City of Starkville Police Department to enter into an agreement for 100% reimbursable grant funding with the Justice Assistance Grant in the area of Hot Spot Policing in the area of Overtime and Equipment in the amount of $37,596.00. Chief Nichols explained that "Hot Spot" referred to areas with large crowds and high activity. The motion was seconded by Alderman Maynard and the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion carried.

20. REQUEST AUTHORIZATION FOR GREG PERKINS TO TRAVEL TO PEARL, MS TO ATTEND THE MISSISSIPPI WATER SUPPLY AND POLLUTION CONTROL SHORT COURSE ON FEBRUARY 12 – 17, 2017 FOR A TOTAL COST NOT TO EXCEED $950 WITH ADVANCE TRAVEL.

A motion was offered by Alderman Carver to authorize Greg Perkins to travel to Pearl, MS to attend the Mississippi Water Supply and Pollution Control Short Course on February 12 – 17, 2017 for a total cost not to exceed $950 with advance travel. The motion was seconded by Alderman Wynn and the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea

Alderman Scott Maynard Voted: Yea
Alderman Roy A'. Perkins Voted: Yea
Alderman Henry Vaughn, Sr. Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion carried.

21. A MOTION TO ENTER INTO A CLOSED SESSION TO DETERMINE IF THERE IS PROPER CAUSE FOR EXECUTIVE SESSION.

There came for consideration the matter of entering a closed session to determine if there is a proper cause for executive session. Upon the Motion of Alderman Little, seconded by Alderman Vaughn, to enter into a Closed Session to determine if there is proper cause for Executive Session, the Board voted as follows:

Alderman Ben Carver Voted: Yea
Alderman Lisa Wynn Voted: Yea
Alderman David Little Voted: Yea
Alderman Jason Walker Voted: Yea
Alderman Scott Maynard Voted: Yea
Alderman Roy A'. Perkins Voted: Yea
Alderman Henry Vaughn, Sr. Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed.
The Board entered closed session.

22. A MOTION TO ENTER EXECUTIVE SESSION FOR THE PURPOSE OF A PERSONNEL MATTER.

Alderman Maynard offered a motion to enter Executive Session for the purpose of discussion of a personnel matter related to a specific employee at the Airport on a finding that the proposed topic qualified for Executive Session. Following a second by Alderman Little, the Board voted as follows to enter Executive Session:

Alderman Ben Carver Voted: Yea
Alderman Lisa Wynn Voted: Yea
Alderman David Little Voted: Yea
Alderman Jason Walker Voted: Yea
Alderman Scott Maynard Voted: Yea
Alderman Roy A'. Perkins Voted: Yea
Alderman Henry Vaughn, Sr. Voted: Yea

Having received an affirmative vote, the Mayor declared the motion passed.

The Mayor invited the public back in, and after allowing the public time to enter the room, made the announcement of the Board's decision to enter into Executive Session for the purpose of discussion of a personnel matter related to the job performance of a specific employee at the Airport on a finding that the proposed topic qualified for Executive Session.

At this time the Board entered Executive Session.

23. A MOTION TO RETURN TO OPEN SESSION.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Wynn, to return to Open Session, the Board voted as follows:

Alderman Ben Carver Voted: Yea
Alderman Lisa Wynn Voted: Yea
Alderman David Little Voted: Yea

Alderman Jason Walker		Voted: Yea
Alderman Scott Maynard		Voted: Yea
Alderman Roy A'. Perkins		Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed.

The Mayor invited the public back in and then announced that the Board had taken action in Executive Session.

24. A MOTION TO PAY RODNEY LINCOLN ADDITIONAL WAGES.

Upon the motion of Alderman Carver, duly seconded by Alderman Vaughn, that the City pay Rodney Lincoln $9,118.29 as additional wages and compensation for his work as the Fixed Base Operator at the Starkville Airport from February 26, 2016 through December 19, 2016; that the sum come from the Starkville Airport budget; and that the City Attorney be authorized to draft any documents to finalize this matter, the Board voted as follows:

Alderman Ben Carver		Voted: Yea
Alderman Lisa Wynn		Voted: Yea
Alderman David Little		Voted: Yea
Alderman Jason Walker		Voted: Yea
Alderman Scott Maynard		Voted: Yea
Alderman Roy A'. Perkins		Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed.

25. A MOTION TO RECESS UNTIL JANUARY 17, 2017 @ 5:30 IN THE COURT ROOM AT CITY HALL LOCATED AT 110 WEST MAIN STREET.

Upon the motion of Alderman Maynard, duly seconded by Alderman Little, for the Board of Aldermen to recess the meeting until January 17, 2017 @ 5:30 at 110 West Main Street in the Court Room of City Hall, the Board voted as follows:

Alderman Ben Carver		Voted: Yea
Alderman Lisa Wynn		Voted: Yea
Alderman David Little		Voted: Yea
Alderman Jason Walker		Voted: Yea
Alderman Scott Maynard		Voted: Yea
Alderman Roy A'. Perkins		Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed.

SIGNED AND SEALED THIS THE _______ DAY OF ____________________ 2017.

Attest:

____
PARKER WISEMAN, MAYOR

____
LESA HARDIN, CITY CLERK

(SEAL)